

APPENDIX 43

RULES WITH RESPECT TO ALLOTMENT GARDENS

Rules with respect to Allotment Gardens, as they affect allotment tenants, being the rules referred to Leeds City Council (the Council).

1. Payment of Rent

- (a) The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly, in advance on the 1st day of October in each year.
- (b) If the rent is unpaid on 10th day of December in any year, the tenancy terminates automatically.
- (c) The Council reserve the right to review at any time the yearly rent and to bring into effect the resultant revised charges after giving twelve months written notice thereof to the Association and the tenant.

2. Termination of a Tenancy of an Allotment Garden

The tenancy of the allotment garden shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

The tenancy may also be terminated by the Council by re-entry after one month's notice:-

- i. If the rent is in arrears for not less than 40 days; or
- ii. If the tenant is not duly observing the Rules affecting the allotment garden or any other terms of condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors.

The tenancy may also be terminated by the Council or the tenant by twelve months' notice in writing expiring on or before the 6th day of April or on or after the 29th day of September in any year.

3. Services of Notices

Any notice may be served on a tenant either personally or by leaving it at his last known place of abode, or by registered letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment's garden.

4. Power to Inspect Allotment Gardens

Any Authorised Officer of the City Council shall be entitled at any time to enter and inspect the allotment gardens of the Committees Self Administered Association.

5. General Conditions under which the Allotment Gardens are to be Cultivated The tenant of an allotment garden shall comply with the following conditions:-

- i He/she shall keep the allotment garden clean, free from weeds and well-manured and otherwise maintain it in a good state of cultivation and fertility, to the reasonable satisfaction of the Association and the Council.

- ii He/she shall cultivate the whole of the allotment garden personally and shall not underlet, assign, exchange or part with the possession of the allotment garden or any part of it without the written consent of the Council.
- iii He/she shall keep the hedge on the allotment garden properly cut and trimmed, keep all ditches properly cleansed and shall maintain and keep in repair any other fences and any gates on the allotment.
- iv He/she shall, as regards the allotment garden observe and perform all conditions and covenants contained in the conveyance of sale or in the lease or any other agreement (if any) under which the Association hold the land.
- v He/she shall observe and perform every other special condition which the Association or the Council consider necessary to preserve the allotment garden from deterioration.
- vi He/she shall not cause any nuisance or annoyance to the occupier of any other allotment garden nor to the owners or occupiers of any neighbouring property nor obstruct nor encroach upon any path set out for the use of the occupiers of the allotment gardens. Failure to observe this condition will constitute a breach of this agreement on the part of the tenant and will result in one months notice being served.
- vii He/she shall not without the written consent of the Council prune any timber or other trees or take, sell or carry away any turf mineral or gravel sand or clay.
- viii He/she shall not without the written consent of the Council erect or place or permit on the allotment garden any toolhouse, greenhouse, shed, fowlhouse, pigsty, kennel or other buildings or erection or unsightly fences. One cold frame and one tool box or garden seat not exceeding respectively twelve feet by four feet and six feet by four feet, and not exceeding a maximum height of eighteen inches above the ground level shall be permitted on the allotment garden.
- ix He/she shall not use barbed wire for a fence adjoining any path set out for the use of the occupiers of the allotment gardens.
- x He/she shall not plant any trees or shrubs so as to overhang or interfere with any other allotment, garden, path or roadway.
- xi He/she shall not bring or keep on the allotment garden any, pigs, poultry or other animals or creatures without prior consent of the Council. Failure to observe this condition will constitute a breach of this agreement on the part of the tenant and will result in one months notice being served.
- xii He/she shall be allowed to bring on the allotment a dog which must be under proper control at all times, and not cause a nuisance or annoyance to the occupier of another allotment garden. Failure to observe this condition will constitute a breach of this agreement on the part of the tenant and will result in this privilege being withdrawn.
- xiii He/she shall not upon any part of the allotment garden ground light any fire such as to allow smoke to drift across a road, cause annoyance to any person or persons so as to do injury to any allotment garden, or so as to contravene Section 16 of the Clean Air Act 1956 and the Environmental Protection Act of 1990.
- xiv He/she shall indicate the number of his plot by a number peg or board, not exceeding one foot square, placed in a prominent position on the allotment.

- xv Upon the termination of the Tenancy, (for whatever reason), the Tenant shall remove any structure on the vacated plot if it does not comply with the Approved Structures Details or if it has not been maintained properly in accordance with Approved Structures Specification. Failure to comply will mean that the Association or the Council will remove the structure and invoice the ex-tenant. (This ruling shall apply equally to both structures erected by the tenant or bought by them from the previous plotholder).
- xvi He/she shall not construct a pond, bury a tub, tank or bath below ground level which contravenes the Health and Safety Act.
- xvii **On completion of the application form to erect a structure the tenant should build the structure within 3 months of consent being given.**
- xviii He/she shall not deposit or allow other persons to deposit on the Allotment Garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in hedges, ditches or dykes thereon or adjoining thereto.

.....
....
Tear off along this line

Allotment Site _____ Plot Number _____

I have read the conditions respecting the letting of allotment gardens and have inspected the above named plot. I agree to comply with the afore-mentioned regulations, and to sign the tenancy agreement for this plot.

Signed _____

Print _____

Date _____

Please sign and return to:-